
LOAN NUMBER 9354-CN

Loan Agreement

(Yellow River Basin Ecological Protection and Environmental Pollution Control Program)

between

PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between PEOPLE'S REPUBLIC OF CHINA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of three hundred seventy-five million Dollars (\$375,000,000), as such amount may be converted from time to time through a Currency Conversion to assist in financing the program described in Schedule 1 to this Agreement ("Program").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread; or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are June 1 and December 1 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROGRAM

- 3.01. The Borrower declares its commitment to the objectives of the Program. To this end, the Borrower shall:
 - (a) carry out its Respective Part of the Program, through MWR, specifically YRCC, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement; and

- (b) cause the Program Implementing Entities' Respective Parts of the Program to be carried out by the Program Implementing Entities in accordance with the provisions of Article V of the General Conditions and the respective Program Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) YRCC has adopted a successor program to the Water Security Plan for the Yellow River Basin Ecological Protection and High-Quality Development, which will materially and adversely affect its ability to achieve the objective of the Program and/or perform any of its obligations under this Agreement;
 - (b) Henan Province has adopted a successor program to the Henan Yellow River Basin Ecological Protection and High-Quality Development Plan, which will materially and adversely affect its ability to achieve the objective of the Program and/or perform any of its obligations under the respective Program Agreement;
or
 - (c) Shaanxi Province has adopted a successor program to the Shaanxi Province Wei River Basin Water Ecological Restoration Plan, which will materially and adversely affect its ability to achieve the objective of the Program and/or perform any of its obligations under the respective Program Agreement.
- 4.02. The Additional Event of Acceleration is that any of the events specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness is that YRCC and each of the Program Implementing Entities have adopted their respective Program Implementation Plan; each in form and substance acceptable to the Bank.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its Minister, or a Vice Minister, of Finance.
- 6.02. For purposes of Section 10.01 of the General Conditions:
 - (a) the Borrower's address is:

Ministry of Finance
Sanlihe
Xicheng District
Beijing 100820

People's Republic of China; and

(b) the Borrower's Electronic Address is:

Facsimile:

(86-10) 6855-2077

6.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank's address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Facsimile:

1-202-477-6391

AGREED as of the Signature Date.

PEOPLE'S REPUBLIC OF CHINA

By



Authorized Representative

Name: Zhang Bo

Title: Deputy Director General

Date: 10-Jan-2024

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: Mara K. Warwick

Title: Country Director.

Date: 08-Jan-2024

SCHEDULE 1

Program Description

The objective of the Program is to strengthen integrated water use efficiency, water pollution control, and ecosystem management, in selected regions of the Yellow River Basin.

The Program consists of the following activities which are a subset of the Water Security Plan for the Yellow River Basin Ecological Protection and High-Quality Development, the Henan Yellow River Basin Ecological Protection and High-Quality Development Plan, and the Shaanxi Province Wei River Basin Water Ecological Restoration Plan:

1. *Improving water use efficiency.* Supporting selected interventions to increase water use efficiency within sustainable limits in the Demonstration Sub-basins, including: (a) modernizing and rehabilitating irrigation systems; (b) improving agronomic practices; (c) developing and implementing target value allocation plans; (d) building or rehabilitating rural water supply system and pipelines; (e) improving the capacity of local communities and water user associations on agricultural water management; and (f) increasing the participation of women in leadership roles within the water user associations.
2. *Improving water quality.* Supporting selected water pollution management interventions to address water pollution in the Demonstration Sub-basins, including: (a) upgrading effluent standards within existing wastewater treatment plants; (b) installing rural wastewater treatment systems with household connections; (c) rehabilitating rural wastewater treatment pipelines; (d) improving livestock and poultry manure management; and (e) promoting organic fertilizer use and precise chemical fertilizer application.
3. *Improving ecosystem management.* Supporting selected ecosystem protection and restoration interventions to address ecosystem degradation and improve resilience in the Demonstration Sub-basins, including: (a) integrated landscape management planning; (b) afforestation/reforestation with increased species diversity; (c) degraded forest restoration with promoted natural regeneration; (d) soil and water conservation including terracing; and (e) wetland protection and restoration.
4. *Strengthening integration of ecosystem and water resources management into strategic planning.* Scaling up selected innovations to the sub-basin, provincial and Yellow River Basin level, including: (a) preparing Integrated Ecosystem and Water Resources Management Plans for the Demonstration Sub-basins; (b) preparing provincial-level guidelines for integrated ecosystem and water resources planning and developing provincial-level Integrated Ecosystem and Water Resources Management Plans; (c) developing a monitoring system for water withdrawal, drainage and water consumption in a selected large-scale irrigation scheme; (d) preparing a technical guideline for monitoring water consumption based on remote sensing in the Yellow River Basin; and (e) training and capacity building on ecosystem and water resources management at provincial and basin levels.

SCHEDULE 2

Program Execution

Section I. Implementation Arrangements

A. **Financing Arrangements**

1. For the purposes of carrying out the Program Implementing Entities' Respective Parts of the Program, the Borrower shall make available to the Program Implementing Entities a portion of the proceeds of the Loan allocated to their Respective Parts of the Program, under terms and conditions acceptable to the Bank, including the following principal terms:
 - (a) The principal amount shall be made available in Dollars, or any other Currency as the Loan may be converted from time to time through a Currency Conversion of the value of the currency or currencies so withdrawn (such principal amount determined on the date, or respective dates, of withdrawal from the Loan Account).
 - (b) The principal amount so made available shall be recovered over a period of thirty (30) years, inclusive of a grace period of six (6) years.
 - (c) Interest shall be charged on such principal amount withdrawn and outstanding from time to time at a rate equal to the rate of interest applicable from time to time to the Loan pursuant to the provisions of Section 2.05 of this Agreement.
 - (d) A Commitment Charge shall be charged equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
2. The Borrower shall cause the Program Implementing Entities to: (a) manage, operate, monitor, transfer and reconcile the proceeds of the Loan made available to them pursuant to paragraph 1 above in accordance with arrangements and procedures acceptable to the Bank; (b) take all required actions, including provision of timely consents and approvals as may be necessary, to facilitate the utilization of the proceeds of the said Loan and the implementation of their Respective Parts of the Program and, to enable the Program Implementing Entities to comply with their undertakings under the respective Program Agreement; and (c) maintain all relevant records and documents related to the Loan and their Respective Parts of the Program and provide promptly such documents and records, including all other information related to the Loan and their Respective Parts of the Program, as may be requested by the Borrower or the Bank from time to time.

B. **Implementation Arrangements**

Program Institutions

1. For the purposes of carrying out the Program, the Borrower shall:
 - (a) establish by no later than three (3) months after the Effective Date, and thereafter maintain, and cause to be maintained the following entity with composition, powers, functions, staffing, facilities and other resources acceptable to the Bank:

- (i) the Program Steering Group chaired by NDRC and comprising representatives of MWR, YRCC, other relevant agencies, Henan Province and Shaanxi Province, responsible for reviewing Program progress and results, and providing guidance on Program implementation.
- (b) maintain, through MWR, the following entity with composition, powers, functions, staffing, facilities and other resources acceptable to the Bank:
 - (i) the Basin Program Management Office within YRCC, responsible for supporting the coordination, management, reporting, and supervision of its Respective Part of the Program.

Program Action Plan

- 2. The Borrower shall, through YRCC:
 - (a) undertake the actions set forth in the Program Action Plan (as it relates to its Respective Part of the Program);
 - (b) not amend, revise or waive, nor allow to be amended, revised or waived, the provisions of the Program Action Plan (as it relates to its Respective Part of the Program), or any provision thereof, without the prior written agreement of the Bank; and
 - (c) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Bank, the implementation of the Program Action Plan (as it relates to its Respective Part of the Program).
- 3. The Borrower shall, and shall cause the Program Implementing Entities to take, all measures necessary to comply with, or all measures necessary to enable the Program Implementing Entities to comply with the provisions of Section I.B.2 of the Schedule to the respective Program Agreement.

Program Implementation Plan

- 4. The Borrower shall, through YRCC, apply, throughout the period of implementation of its Respective Part of the Program, its Program Implementation Plan in a timely and efficient manner acceptable to the Bank. The Borrower shall not amend, suspend, or waive said Program Implementation Plan or any provision or schedule thereof, without the prior written agreement of the Bank. In the event of any inconsistency between the provisions of the Program Implementation Plan and those of this Agreement, the provisions of this Agreement shall prevail.

Section II. Excluded Activities

- 1. The Borrower shall ensure that the Program excludes any activities which:

- (a) in the opinion of the Bank, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- (b) involve the procurement of: (1) works, estimated to cost seventy-five million Dollars (\$75,000,000) equivalent or more per contract; (2) goods, estimated to cost fifty million Dollars (\$50,000,000) equivalent or more per contract; (3) non-consulting services, estimated to cost fifty million Dollars (\$50,000,000) equivalent or more per contract; or (4) consulting services, estimated to cost twenty million Dollars (\$20,000,000) equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

1. The Borrower shall: (a) through YRCC, furnish to the Bank each Program Report not later than sixty (60) days after the end of each calendar semester, covering the calendar semester; and (b) cause the Program Implementing Entities to furnish to the Borrower and the Bank each Program Report not later than sixty (60) days after the end of each calendar semester, covering the calendar semester.
2. Without limitation to the provisions of paragraph 1 of this Section III, the Borrower shall, through YRCC, prepare, under terms of reference acceptable to the Bank, and furnish to the Bank no later than December 31, 2026, a consolidated mid-term review report for its Respective Part of the Program, summarizing the results of the monitoring and evaluation activities carried out from the inception of its Respective Part of the Program, and setting out the measures recommended to ensure the efficient completion of its Respective Part of the Program and to further the objectives thereof.
3. The Borrower shall, through YRCC, not later than three (3) months after the Effective Date, hire, and thereafter maintain, throughout the period of Program implementation, verification agent(s) having experience and qualifications in the relevant technical fields, acceptable to the Bank, and under terms of reference, including a time-table and adequate budget for its activities, acceptable to the Bank, to monitor and verify the achievement of the DLRs related to its Respective Part of the Program.

Section IV. Withdrawal of Loan Proceeds

A. General

1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to finance Program Expenditures (inclusive of Taxes), on the basis of the results (“Disbursement Linked Results” or “DLRs”) achieved by the Borrower, through YRCC, or the Program Implementing Entities, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”); as set forth in the table in paragraph 2 of this Part A and Schedule 4 to this Agreement.
2. The following table specifies each category of withdrawal of the proceeds of the Loan (including the Disbursement Linked Indicators as applicable) (“Category”) and the allocation of the amounts of the Loan to each Category:

Category (including Disbursement Linked Indicator as applicable)	Amount of the Loan Allocated (expressed in USD)
(1) DLI #1: Number of hectares with improved agricultural water management	89,100,000
(2) DLI #2: Number of tonnes of annual pollutant (COD) loads reduced	90,012,300
(3) DLI #3: Number of hectares of ecosystems restored (forests, terracing, wetlands)	147,665,914
(4) DLI#4.1: Integrated ecosystem and water resources management process developed at the provincial level	46,721,786
(5) DLI #4.2: Capacity of YRCC to support integrated ecosystem and water resources management of the Yellow River Basin	1,500,000
TOTAL AMOUNT	375,000,000

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date;
 - (b) for any DLR, until and unless the Borrower or the respective Program Implementing Entity has furnished evidence satisfactory in accordance with the provisions of the Verification Protocol and acceptable to the Bank showing that the said DLR has been achieved.

2. Notwithstanding the provisions of Part B.1(b) of this Section, the Borrower may withdraw an amount not to exceed ninety-three million seven hundred fifty thousand Dollars (\$93,750,000), as an advance; provided, however, that if the DLRs in the opinion of the Bank, are not achieved (or only partially achieved) by the Closing Date, the Borrower shall refund such advance (or portion of such advance as determined by the Bank in accordance with the Disbursement Calculation Formula) to the Bank promptly upon notice thereof by the Bank. Except as otherwise agreed with the Borrower, the Bank shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Bank shall specify by notice to the Borrower.

3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs has not been achieved by the date by which the said DLR is set to be achieved (or such later date as the Bank has established by notice to the Borrower), the Bank may, by notice to the Borrower:
 - (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Loan then allocated to said Category which, in the opinion of the Bank, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the Disbursement Calculation Formula;

- (b) reallocate all or a portion of the proceeds of the Loan then allocated to said DLR to any other DLR; and/or
 - (c) cancel all or a portion of the proceeds of the Loan then allocated to said DLR.
- 4. The Closing Date is June 30, 2029.
- 5. For purposes of, *inter alia*, Section 2.03 and 7.04 of the General Conditions, the term “Program Expenditures” means those expenditures incurred by the Borrower and the Program Implementing Entities under the budget codes and/or the accounts specified in the Program Implementation Plan, and the expenditures financed out of the proceeds of the Loan, but excluding any expenditures associated with the Excluded Activities.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

Level Principal Repayments

Principal Payment Date	Installment Share
On each June 1 and December 1 Beginning June 1, 2028 through June 1, 2051	2.08%
On December 1, 2051	2.24%

SCHEDULE 4

Disbursement Linked Results

A. Henan Province

	DLRs		
DLI #1: Number of hectares with improved agricultural water management	30,000 hectares		
Amount of the Loan allocated (expressed in USD)	\$55,500,000		
Disbursement Calculation Formula	\$1,850 per hectare		
DLI #2: Number of tonnes of annual pollutant (COD) loads reduced	CY 2025: 58.66 CY 2026: 397.37 CY 2027: 475.76 CY 2028: 534.42 CY 2029: 553.61		
Amount of the Loan allocated (expressed in USD)	\$30,297,300		
Disbursement Calculation Formula	\$15,000 per tonne		
DLI #3: Number of hectares of ecosystems restored (forests, terracing, wetlands)	25,328 hectares of forest restored	351 hectares of terracing land restored for erosion control	219 hectares of wetlands restored for habitat conservation
Amount of the Loan allocated (expressed in USD)	\$74,031,900		
Disbursement Calculation Formula	\$2,250 per hectare	\$16,800 per hectare	\$50,900 per hectare
DLI#4.1: Integrated ecosystem and water resources	Sanmenxia Municipality has approved an Integrated Ecosystem and Water	Provincial Department of Water Resources has approved one	Provincial Department of Water Resources has approved an

	DLRs		
management process developed at the provincial level	Resources Management Plan for each of the three Demonstration Sub-basins within its jurisdiction	technical guideline for integrated ecosystem and water resources management, acceptable to the Bank	Integrated Ecosystem and Water Resources Management Plan for the Yellow River Basin in Henan Province
Amount of the Loan allocated (expressed in USD)	\$12,000,000	\$4,000,000	\$10,920,800
Disbursement Calculation Formula	\$4,000,000 per plan	n/a	n/a

B. Shaanxi Province

	DLRs		
DLI #1: Number of hectares with improved agricultural water management	32,000 hectares		
Amount of the Loan allocated (expressed in USD)	\$33,600,000		
Disbursement Calculation Formula	\$1,050 per hectare		
DLI #2: Number of tonnes of annual pollutant (COD) loads reduced	CY 2024: 100 CY 2025: 696 CY 2026: 796 CY 2027: 1,062 CY 2028: 1,327		
Amount of the Loan allocated (expressed in USD)	\$59,715,000		
Disbursement Calculation Formula	\$15,000 per tonne		
DLI #3: Number of hectares of ecosystems restored (forests, terracing, wetlands)	25,397 hectares of forest restored	826.04 hectares of terracing land restored for erosion control	462 hectares of wetlands restored for habitat conservation
Amount of the Loan allocated (expressed in USD)	\$73,634,014		
Disbursement Calculation Formula	\$1,750 per hectare	\$16,600 per hectare	\$33,500 per hectare
DLI#4.1: Integrated ecosystem and water resources management process developed at the provincial level	Each of Xianyang Municipality and Tongchuan Municipality has approved an Integrated Ecosystem and Water Resources Management Plan for the Demonstration Sub-	Provincial Department of Water Resources has approved one technical guideline for integrated ecosystem and water resources	Provincial Department of Water Resources has approved an Integrated Ecosystem and Water Resources Management Plan covering the basin of

	DLRs		
	basins within their respective jurisdiction	management, acceptable to the Bank	the Wei River in Shaanxi Province
Amount of the Loan allocated (expressed in USD)	\$8,000,000	\$4,000,000	\$7,800,986
Disbursement Calculation Formula	\$4,000,000 per plan	n/a	n/a

C. YRCC

	DLRs	
DLI #4.2: Capacity of YRCC to support integrated ecosystem and water resources management of the Yellow River Basin	YRCC has carried out an evaluation of the relationship among water withdrawal, water drainage and water consumption of a selected large-scale irrigation scheme and assessed the water consumption's impacts on the mainstream of the Yellow River	YRCC has developed and adopted a technical guideline for evaluating water consumption based on remote sensing in the Yellow River Basin
Amount of the Loan allocated (expressed in USD)	\$1,000,000	\$ 500,000
Disbursement Calculation Formula	n/a	n/a

APPENDIX

Definitions

1. “Anti-corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the Bank’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015.
2. “Basin Program Management Office” means the management office established for the Borrower’s Respective Part of the Program within the YRCC, and to be maintained in accordance with the provisions of Section I.B.1(b) (i) of Schedule 2 to this Agreement, or any successor thereto.
3. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
4. “COD” means chemical oxygen demand.
5. “CY” means any calendar year starting on January 1 and ending December 31 within the period of Program implementation.
6. “Demonstration Sub-basins” means: (a) with respect to Henan Province, the sub-basins of Hongnongjian river, Jian river and Qinglongjian river; (b) with respect to Shaanxi Province, the sub-basins of Beiluo river, Jing river, Qishui river and Shichuan river; or (c) such other sub-basin as may be agreed between the Bank and the respective Program Implementing Entity.
7. “Demonstration Sub-provincial Entities” means: (a) with respect to Henan Province, the counties of Lingbao, Shanzhou, Hubin, Mianchi, and Yima, the Sanmenxia Municipality, and any successor thereto; (b) with respect to Shaanxi Province, the counties of Yaozhou, Yintai, Wangyi, Yijun, Xunyi, Liquan, Yongshou, Qianxian and Xingping, the Tongchuan Municipality, the Xianyang Municipality, and any successor thereto; or (c) such other municipality, city or county as may be agreed between the Bank and the respective Program Implementing Entity.
8. “Disbursement Calculation Formula” means in respect of any DLR, the disbursement calculation formula set forth in each of the tables in Schedule 4 to this Agreement.
9. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
10. “Disbursement Linked Result” or “DLR” means the results/targets set forth in each of the tables in Schedule 4 to this Agreement, on the basis of the achievement of which, the amount of the Loan allocated to the Category of the corresponding DLI of said result may be withdrawn in accordance with the provisions of Section IV of Schedule 2 to this Agreement.

11. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Program-for-Results Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).
12. “Henan Province” means the Borrower’s province of the same name represented by its people’s government, or any successor thereto.
13. “Henan Yellow River Basin Ecological Protection and High-Quality Development Plan” means Henan Province’s plan of the same name for the period 2021-2030, aimed at enhancing water resources security, improving flood management, strengthening ecosystem protection and restoration, and improving water quality.
14. “Integrated Ecosystem and Water Resources Management Plan” means a plan for a river basin (or sub-basin), acceptable to the Bank, that includes, among others, a consumption-based water balance analysis and matters related to ecosystem management, water resource conservation, water pollution reduction, future climate change impacts and gender.
15. “MWR” means the Borrower’s Ministry of Water Resources, or any successor thereto.
16. “NDRC” means the Borrower’s Development and Reform Commission, or any successor thereto.
17. “Program Action Plan” means the Borrower’s and the Program Implementing Entities’ plan dated March 8, 2022, and referred to in Section I.B.2 of Schedule 2 to this Agreement and Section I.B.2 of the Schedule to the respective Program Agreement, as may be amended from time to time with the agreement of the Bank.
18. “Program Implementing Entity” means Henan Province or Shaanxi Province; and “Program Implementing Entities” means, collectively, Henan Province and Shaanxi Province.
19. “Program Implementation Plan” means the plan, acceptable to the Bank, to be adopted by YRCC and each of the Program Implementing Entities, setting forth, among other things: (a) guidelines, policies, procedures and requirements for the implementation of the Program, including the Program Action Plan, the Verification Protocol, and additional measures to strengthen the Borrower’s and the Program Implementing Entities’ procurement, financial management, anticorruption, environmental and social systems; (b) the institutional arrangements for the implementation of the Program, and the roles and responsibilities of the entities involved in Program implementation; and (c) monitoring and evaluation, reporting, auditing, and information disclosure arrangements, and the indicators and targets for purposes of monitoring and evaluation of the progress of the Program.
20. “Program Steering Group” means the steering group to be established and maintained in accordance with the provisions of Section I.B.1(a)(i) of Schedule 2 to this Agreement.
21. “Provincial Department of Water Resources” means the department responsible for water resources in Henan Province or Shaanxi Province, or any successor thereto.

22. “Provincial Program Management Office” means the management office established by the Program Implementing Entities within their respective Provincial Department of Water Resources and to be maintained in accordance with the provisions of Section I.B.1(b) of the Schedule to the respective Program Agreement.
23. “Provincial Program Steering Group” means the steering group established by the Program Implementing Entities and to be maintained in accordance with the provisions of Section I.B.1(a) of the Schedule to the respective Program Agreement.
24. “Respective Part of the Program” means: (a) with respect to the Borrower, the Program activities described in sub-paragraphs 4(c), (d), and (e) of Schedule 1 to this Agreement to be implemented by MWR, specifically YRCC; and (b) with respect to the Program Implementing Entities, the Program activities described in paragraphs 1, 2, 3 and sub-paragraphs 4 (a), (b) and (e) of Schedule 1 to this Agreement to be implemented by the Program Implementing Entities within their respective jurisdiction.
25. “Sanmenxia Municipality” means the Henan Province’s municipality of the same name represented by its people’s government, or any successor thereto.
26. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
27. “Shaanxi Province” means the Borrower’s province of the same name represented by its people’s government, or any successor thereto.
28. “Shaanxi Province Wei River Basin Water Ecological Restoration Plan” means Shaanxi Province’s plan of the same name for the period 2021-2025, aimed at enhancing water saving, promoting ecosystem protection and restoration, and strengthening water pollution management.
29. “Tongchuan Municipality” means Shaanxi Province’s municipality of the same name represented by its people’s government, or any successor thereto.
30. “Verification Protocol” means the protocol setting forth the actions and mechanism required for verification of DLRs, agreed with the Bank, dated March 8, 2022, and referred to in Section IV.B.1(b) of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Bank.
31. “Yellow River” means the river of the same name that flows through the territory of the Borrower.
32. “Yellow River Basin” means the catchment area of the Yellow River and its tributaries within the territory of the Borrower’s provinces of Qinghai, Sichuan, Gansu, Shaanxi, Shanxi, Henan and Shandong, and the autonomous regions of Ningxia and Inner Mongolia.
33. “YRCC” means the Yellow River Conservancy Commission established under the Ministry of Water Resources, or any successor thereto.

34. “Water Security Plan for the Yellow River Basin Ecological Protection and High-Quality Development” means YRCC’s plan of the same name for the period 2019-2030, aimed at enhancing basin management capacity, establishing modern flood control and disaster management system, improving water ecology and environment, promoting Yellow River culture, and ensuring water resources security of the Yellow River Basin.
35. “Wei River” means the river of the same name that flows through the territory of the Borrower and a tributary of the Yellow River.
36. “Xianyang Municipality” means Shaanxi Province’s municipality of the same name represented by its people’s government, or any successor thereto.